

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

HUMANE CONSUMER LLC,

Civil Action No. 18-cv-5622 (PKC)

Plaintiff,

**ANSWER OF CRAWFORD AND
O'BRIEN LLC**

v.

COB ECOMMERCE EMPIRE LLC d/b/a KEEVA
ORGANICS, et al.,

Defendants.

COB ECOMMERCE EMPIRE LLC,

Civil Action No. 18-cv-5622 (PKC)

Defendant/Third Party Plaintiff,

v.

MICHAEL KIM,

Third Party Defendants.

COB ECOMMERCE EMPIRE LLC d/b/a KEEVA
ORGANICS, et al.,

Defendant/ Counterclaim Plaintiff,

v.

HUMANE CONSUMER LLC,

Plaintiff/Counterclaim Defendants.

Defendant CRAWFORD AND O'BRIEN LLC ("Crawford and O'Brien LLC") by way of answer to the Complaint, states as follows, with the responsive allegation matching the numbered allegation in the complaint:

1. The allegation is a statement of what the complaint purports to be, which complaint speaks for itself, but to the extent it implies liability on the part of the COB Defendants, it is denied.

2. Crawford and O'Brien LLC lacks information sufficient to form a belief as to the truth or falsity of the allegations contained herein.

3. This allegation is addressed to other than Crawford and O'Brien LLC, so same is neither admitted nor denied.

4. This allegation is addressed to other than Crawford and O'Brien LLC, so same is neither admitted nor denied, but Crawford and O'Brien LLC avers that on or about December 18, 2017, Crawford purchased the member interest of O'Brien in COB LLC, and that COB LLC has been since on or about December 18, 2017 the sole owner of Keeva Organics.

5. Crawford and O'Brien LLC admits the allegations contained herein.

6. Crawford and O'Brien LLC admits that there is a keevaorganics.com website that offers products for sale,, but does not know what "fully interactive" means and therefore denies that and the remainder of the allegations as stated.

7. Crawford and O'Brien LLC denies the allegations contained herein as stated except admits the allegation that the Keeva Website states that U.S. Medical Times has rated Keeva as the #1 Rated Most Effective Natural Acne Cream for 2018 and contains disclaimers that indicate it is an advertisement site also known as an advertorial.

8. Crawford and O'Brien LLC admits that it is an Arizona limited liability company but denies that it is active or maintains a principal place of business at 1303 W 10th Street, Tempe, AZ 85281.

9. Crawford and O'Brien LLC denies the allegations stated herein; it was a marketing entity which assets have been sold to a third party and at present is inactive.

10. Crawford and O'Brien LLC denies the allegations stated herein; it was a marketing entity which assets have been sold to a third party and at present is inactive.

11. This allegation is addressed to other than Crawford and O'Brien LLC so same is neither admitted nor denied, but aver that the website is owned and operated by COB.

12. This allegation is addressed to other than Crawford and O'Brien LLC so same is neither admitted nor denied.

13. This allegation is addressed to other than Crawford and O'Brien LLC so same is neither admitted nor denied.

14. Denied. Crawford currently maintains an address at 6900 East Princess Drive, Unit 2106, Phoenix AZ 85054.

15. This allegation is addressed to other than Crawford and O'Brien LLC so same is neither admitted nor denied, except as to Crawford and O'Brien LLC, same is denied.

16. This allegation is addressed to other than Crawford and O'Brien LLC so same is neither admitted nor denied, except as to Crawford and O'Brien LLC, same is denied.

17. Crawford and O'Brien LLC neither admits nor denies the allegation since it purports to allege what the website of an entity other than Crawford and O'Brien LLC.

18. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

19. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

20. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

21. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

22. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

23. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

24. This is a legal allegation of jurisdiction, which Crawford and O'Brien LLC neither admit nor deny but leave Plaintiff to its proofs.

25. This is a legal allegation of jurisdiction, which Crawford and O'Brien LLC neither admit nor deny but leave Plaintiff to its proofs.

26. This is a legal allegation of jurisdiction, which Crawford and O'Brien LLC neither admit nor deny but leave Plaintiff to its proofs.

27. Crawford and O'Brien LLC lacks information sufficient to form a belief as to the truth or falsity of the allegations alleged herein.

28. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to them, except admit that Keeva acne products were sold on Amazon.com in or about July 2015, are still sold on Amazon.com but COB itself has had its account suspended due to the bad acts of Plaintiff and Kim.

29. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same as to them is neither admitted nor denied, but aver that O'Brien and Crawford established Crawford and O'Brien LLC in Arizona in or about July 2012 and that that on or about December 18, 2017, Crawford purchased the member interest of O'Brien in COB, and that COB has been since on or about December 18, 2017 the sole owner of Keeva Organics, and that the assets of Crawford and O'Brien LLC were sold to a third party.

30. This allegation is addressed in part to other than Crawford and O'Brien LLC so same is neither admitted nor denied.

31. This allegation purports to recite what was or is on a website, so same is neither admitted nor denied as to them, but Crawford and O'Brien LLC refers the Court to the website, which speaks for itself, and leave Plaintiff to its proofs.

32. This allegation purports to recite what was or is on a website, so same is neither admitted nor denied as to them, but Crawford and O'Brien LLC refers the Court to the website, which speaks for itself, and leave Plaintiff to its proofs.

33. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

34. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

35. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

36. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it, except admits that at one time it acted as a marketing agent under the Keeva mark.

37. This allegation is addressed in part to other than Crawford and O'Brien LLC so same is neither admitted nor denied as to it, but to the extent it includes Crawford and O'Brien LLC, it refers the Court to the website, which speaks for itself, and leave Plaintiff to its proofs.

38. This allegation is addressed in part to other than Crawford and O'Brien LLC so same is neither admitted nor denied as to them, but to the extent it includes Crawford and O'Brien LLC, it refers the Court to the website, which speaks for itself, and leave Plaintiff to its proofs.

39. This allegation is addressed in part to other than Crawford and O'Brien LLC so same is neither admitted nor denied as to it, but to the extent it includes Crawford and O'Brien LLC, it refers the Court to the website, which speaks for itself, and leave Plaintiff to its proofs.

40. This allegation is addressed in part to other than Crawford and O'Brien LLC so same is neither admitted nor denied as to it, but to the extent it includes Crawford and O'Brien LLC, it refers the Court to the website, which speaks for itself, and leave Plaintiff to its proofs.

41. This allegation is addressed in part to other than Crawford and O'Brien LLC so same is neither admitted nor denied as to it, but to the extent it includes COB and Crawford, it refers the Court to the website, which speaks for itself, and leaves Plaintiff to its proofs but deny the remainder of the allegations consisting of Plaintiff's summary, and as to the Exhibit A, it appears to have part of it blocked out, and to the extent reliance is made on the central square, Crawford and O'Brien LLC leaves Plaintiff to its proofs except avers that the box referenced may be an older box no longer in use.

42. This allegation is addressed in part to other than Crawford and O'Brien LLC so same is neither admitted nor denied, but to the extent it includes Crawford and O'Brien LLC, and to the extent that it makes allegations "by example" and describing "most" symbols and images are false and misleading, such lack of specificity causes Crawford and O'Brien LLC to deny the allegations as stated, and otherwise leaves Plaintiff to its proofs, and as to Exhibit B, refers to the Court to the exhibit which speaks for itself.

43. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same is neither admitted nor denied, but to the extent it includes Crawford and O'Brien LLC, and to the extent that it makes allegations as to "multiple" symbols and images are false and misleading, such lack of specificity causes Crawford and O'Brien LLC to deny the allegations as stated, and otherwise leaves Plaintiff to its proofs.

44. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same is neither admitted nor denied, but to the extent it includes Crawford and O'Brien LLC, and makes no specific reference to any particular testimonial, it is denied.

45. This allegation is addressed in part to other than Crawford and O'Brien LLC so same is neither admitted nor denied as to it, but to the extent it includes Crawford and O'Brien, it

refers the Court to Exhibit C , which speaks for itself, and leaves Plaintiff to its proofs but deny the remainder of the allegations consisting of Plaintiff's summary, and as to the Exhibit C, it does not show the entire box., and specifically avers that the box referenced may be an older box no longer in use.

46. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same is neither admitted nor denied as to it, but to the extent it includes Crawford and O'Brien LLC, it refers the Court to the Exhibit C, which speaks for itself, and leave Plaintiff to its proofs but deny the remainder of the allegations consisting of Plaintiff's summary, and as to the Exhibit C, to the extent reliance is made on the central square, COB Defendants leave Plaintiff to its proofs except avers that the box referenced may be an older box no longer in use, and specifically avers that Keeva products are or have been manufactured both in the United States and in China.

47. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same is neither admitted nor denied as to it, but to the extent it includes Crawford and O'Brien LLC, it refers refer the Court to the Exhibit, which speaks for itself, and leave Plaintiff to its proofs but deny the remainder of the allegations consisting of Plaintiff's summary, and as to the Exhibit C, leaves Plaintiff to its proofs except avers that the box referenced may be an older box no longer in use.

48. This allegation is addressed in part to other than the COB Defendants so same is neither admitted nor denied as to them, but to the extent it includes COB and Crawford, they refer the Court to the website, which speaks for itself, and leave Plaintiff to its proofs but aver that Crawford owns the US Medical Times but denies it is an alter ego or undefined "affiliate."

49. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same is neither admitted nor denied as to it, but to the extent it includes Crawford and O'Brien LLC, it refers the Court to their response to the allegations in Paragraphs 37-47, and specifically deny that it is a false claim that the product contains Tea Tree Oil, since the product does contain Tea Tree Oil.

50. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same is neither admitted nor denied as to it, but to the extent it includes Crawford and O'Brien LLC, it refers the Court to the website, which speaks for itself, and leave Plaintiff to its proofs, except aver that the Kristin Fields story has been removed and that it was permissible legend for marketing that was not plausible or believable.

51. This allegation is addressed in part to other than Crawford and O'Brien LLC so same is neither admitted nor denied as to it, but to the extent it includes Crawford and O'Brien LLC it refers the Court to the website, which speaks for itself, and leave Plaintiff to its proofs, COB Defendants deny the allegations stated herein, and aver only that the statements are puffery, and not actionable.

52. Crawford and O'Brien LLC denies the allegations as stated herein, except lack information sufficient to form a belief as to the truth or falsity of the allegations contained therein as to unspecified "governmental and academic research and studies."

53. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same is neither admitted nor denied as to it, but Crawford and O'Brien LLC admits only the description as alleged, but deny the remainder of allegations as stated herein that declare the substantive statements false and leave Plaintiff to its proofs.

54. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same is neither admitted nor denied as to, but to the extent it includes Crawford and O'Brien LLC, it admits only that the statements are puffery, and not actionable.

55. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same is neither admitted nor denied as to, but to the extent it includes Crawford and O'Brien LLC, they refer the Court to the websites, which speak for themselves, and leaves Plaintiff to its proofs,

56. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same is neither admitted nor denied as to, but to the extent it includes Crawford and O'Brien LLC, they refer the Court to the websites, which speak for themselves, and leaves Plaintiff to its proofs, and refers the Court to the allegations set forth in Paragraphs 37-55 herein.

57. This allegation is addressed in part to other than the Crawford and O'Brien LLC so same is neither admitted nor denied as to, but to the extent it includes Crawford and O'Brien LLC, it refers the Court to the websites, which speak for themselves, and leaves Plaintiff to its proofs, except avers that the story was permissible legend for marketing that was not plausible or believable.

58. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

59. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to them is neither admitted nor denied, but Crawford and O'Brien LLC lacks information sufficient to form a belief as to the truth or falsity of the allegations as to Humane.

60. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

61. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

62. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

63. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

64. This allegation recites the acts of others, so Crawford and O'Brien LLC neither admits nor denies it, but leave Plaintiff to its proofs.

65. This allegation recites the acts of others, so Crawford and O'Brien LLC neither admits nor denies it, but leave Plaintiff to its proofs.

66. This allegation recites the acts of others, so Crawford and O'Brien LLC neither admits nor denies it, but leave Plaintiff to its proofs.

67. This allegation recites the acts of others, so Crawford and O'Brien LLC neither admits nor denies it, but leave Plaintiff to its proofs.

68. This allegation recites the acts of others, so Crawford and O'Brien LLC neither admits nor denies it, but leave Plaintiff to its proofs.

69. This allegation recites the acts of others, so COB Defendants neither admit nor deny it, but leave Plaintiff to its proofs.

70. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

71. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

72. Crawford and O'Brien LLC repeats each of their allegations set forth in Paragraphs 1 through 71 as though realleged herein in their entirety.

73. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it and refers the Court to their allegations in Paragraphs 37 through 58.

74. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

75. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

76. This is not an allegation but a statement of Plaintiff's intent, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

77. Crawford and O'Brien LLC repeats each of their allegations set forth in Paragraphs 1 through 76 as though realleged herein in their entirety.

78. Crawford and O'Brien LLC lacks information sufficient to form a belief as to the truth or falsity of the allegations contained herein.

79. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it and refers the Court to their allegations in Paragraphs 59 through 69.

80. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

81. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

82. This is not an allegation but a statement of Plaintiff's intent, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

83. Crawford and O'Brien LLC repeats each of their allegations set forth in Paragraphs 1 through 82 as though realleged herein in their entirety.

84. Crawford and O'Brien LLC lacks information sufficient to form a belief as to the truth or falsity of the allegations contained herein.

85. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

86. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

87. This allegation is addressed in part to other than Crawford and O'Brien LLC so same as to it is neither admitted nor denied, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

88. This is not an allegation but a statement of Plaintiff's intent, but Crawford and O'Brien LLC denies the allegations contained herein to the extent directed to it.

89. The COB Defendants repeat each of their allegations set forth in Paragraphs 1 through 88 as though realleged herein in their entirety.

90. This allegation is addressed in part to other than the COB Defendants so same as to them is neither admitted nor denied, but COB Defendants deny the allegations contained herein to the extent directed to them.

91. This is not an allegation but a statement of Plaintiff's intent, but COB Defendants deny the allegations contained herein to the extent directed to them.

92. Crawford and O'Brien repeats each of their allegations set forth in Paragraphs 1 through 91 as though realleged herein in their entirety.

93. This allegation is addressed in part to other than the COB Defendants so same as to them is neither admitted nor denied, but COB Defendants deny the allegations contained herein to the extent directed to them.

AFFIRMATIVE DEFENSES

1. The complaint fails to state a cause of action upon which relief may be granted against each of the Crawford and O'Brien.

2. The Court lacks personal jurisdiction over Crawford and O'Brien.
3. Venue is improper.
4. The case should be transferred to the District of Arizona pursuant to 28 U.S.C.

§ 1404.

5. The complaint violates Rule 8 by not specifying which defendants performed which acts or how each affected Plaintiff.

6. The complaint violates Rule 12 by pleading legal, not factual matters.

7. Plaintiff lacks clean hands.

8. Plaintiff has failed to mitigate damages.

9. Crawford and O'Brien relies on defenses of puffery, truth, exaggerated claims that are deemed implausible.

10. Any damages to Plaintiff were the result of other parties over whom Crawford and O'Brien lacks control.

11. There is no proximate cause.

12. Humane is not the real party in interest.

13. Any damages are the result of other parties over whom these defendants lack control.

14. Plaintiff has failed to join all necessary and indispensable parties.

15. Crawford and O'Brien incorporates all allegations of the counterclaim of the COB Defendants as if reasserted herein.

WHEREFORE, Defendants Crawford and O'Brien LLC demands dismissal of the complaint with prejudice, together with interest, costs, attorneys fees and such other relief as the Court deems proper.

Dated: November 27, 2018

Respectfully submitted,

CLARK HILL PLC

/s/ Steven M. Richman

Steven M. Richman, Esq.

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Counsel for Defendant Crawford and O'Brien LLC

DEMAND FOR JURY TRIAL

Crawford and O'Brien hereby demands a trial by jury as to all issues so triable.

Dated: November 27th, 2018

Respectfully submitted,

CLARK HILL PLC

/s/ Steven M. Richman

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Counsel for Defendant Crawford and O'Brien LLC

CERTIFICATE OF SERVICE

This is to certify that I have this day caused to be served a true and correct copy of the foregoing via ECF to all counsel of record.

This 27th day of November, 2018

/s/ Steven M. Richman/
Steven M. Richman